

SERFF Tracking Number:	ARKS-125427463	State:	Arkansas
Filing Company:	First American Title Insurance Company	State Tracking Number:	#1118 \$50
Company Tracking Number:			
TOI:	34.0 Title	Sub-TOI:	34.0000 Title
Product Name:	Title		
Project Name/Number:	/		

Filing at a Glance

Company: First American Title Insurance Company

Product Name: Title

SERFF Tr Num: ARKS-125427463 State: Arkansas

TOI: 34.0 Title

SERFF Status: Closed

State Tr Num: #1118 \$50

Sub-TOI: 34.0000 Title

Co Tr Num:

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Author:

Disposition Date: 01/11/2008

Date Submitted: 01/11/2008

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New): 01/11/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):
01/11/2008

State Filing Description:

From: Clear Title of Arkansas, Springdale, AR 72762

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/11/2008

State Status Changed: 01/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Company and Contact

Filing Contact Information

NA NA,

NA@NA.com

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TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Title
Project Name/Number: /

NA (123) 555-4567 [Phone]

NA, AR 00000

Filing Company Information

First American Title Insurance Company	CoCode: 50814	State of Domicile: California
1500 S Dairy Ashford	Group Code:	Company Type:
Suite 300		
Houston, TX 77098	Group Name:	State ID Number:
(281) 588-2200 ext. [Phone]	FEIN Number: 95-2566122	

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<i>Product Name:</i>	<i>Title</i>		
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Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/11/2008	01/11/2008

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Disposition

Disposition Date: 01/11/2008
Effective Date (New): 01/11/2008
Effective Date (Renewal): 01/11/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>ARKS-125427463</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>/</i>		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125427463		No

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Rate Information

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Supporting Document Schedules

Satisfied -Name:	ARKS-125427463	Review Status:	01/11/2008
Comments:			
Attachment:			
ARKS-125427463.pdf			



**First American
Title Insurance Company**

NAIC#: 50814

CR#7118

CR

\$ 50

ARKS-125427463

From:

Clear Title of Arkansas
Clear Creek Tower 1, Suite 102
Springdale, AR 72762

To:

For Any Lender
Fax: 4792518586
Phone:

Approved until withdrawn
or revoked

JAN 11 2008

Arkansas Insurance Department

By: LK

RECEIVED

JAN 10/2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Fax Notes

Generic Closing Protection Letter for Lenders, Brokers, Relocation Companies and other parties that be.

Date of Transmission: Friday, January 04, 2008 11:56:47 AM



**First American
Title Insurance Company**

Approved until withdrawn
or revoked

JAN 11 2008

Friday, January 04, 2008 11:56:47 AM

Arkansas Insurance Department

By: *LR*

Attn: Loan Officer/ Processor/Funder

For Any Lender
For Any Address
Any USA City, AR 99999
4792518586

Name of Issuing Agent, Approved Attorney or Approved Closing Vendor (hereafter, "Issuing Agent", "Approved Attorney", or "Approved Closing Vendor" as the case may require):

Clear Title of Arkansas
Clear Creek Tower 1, Suite 102
4100 Corporate Center Drive
Springdale, AR 72762
(479)-251-8585

RE: Generic Closing Protection Letter for Lenders, Brokers, Relocation Companies and other parties that be.

Dear Sir or Madame:

When title insurance of First American Title Insurance Company (the "Company") is specified for your protection in connection with closings of real estate transactions in which you are to be the: (a) lessee of an interest in land, (b) purchaser of an interest in land, or (c) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closings when conducted by the Issuing Agent, Approved Attorney or Approved Closing Vendor and when such loss arises out of:

1. Failure of the Issuing Agent, Approved Attorney or Approved Closing Vendor to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or

2. Fraud, dishonesty or negligence of the Issuing Agent, Approved Attorney or Approved Closing Vendor in handling your funds or documents in connection with such closings to the extent such fraud, dishonesty or negligence relates to the status of the title to said interest in land or to the validity, enforceability, and priority of the lien of said mortgage on said interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

CONDITIONS AND EXCLUSIONS

1. The Company will not be liable to you for loss arising out of:

A. Failure of the Issuing Agent, Approved Attorney or Approved Closing Vendor to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as such shall result from failure of the Issuing Agent, Approved Attorney or Approved Closing Vendor to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

C. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan

transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

E. Your settlement or release of any claim without the written consent of the Company.

F. Any matters created, suffered, assumed or agreed to by you or known to you.

2. If the closing is to be conducted by an Approved Attorney or Approved Closing Vendor, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney or Approved Closing Vendor.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed; Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

4. The protection herein offered shall not extend to any transaction in which the funds you transmit to the Issuing Agent, Approved Attorney or Approved Closing Vendor exceed five million dollars \$5,000,000.00. The Company shall have no liability of any kind for the actions or omissions of the Issuing Agent, Approved Attorney or Approved Closing Vendor in such a transaction except as may be derived under the Company's commitment for title insurance, policy of title insurance or other express written agreement. Please contact the Company if you have such a transaction and desire the protections of this letter to apply to it. This paragraph shall not apply to individual mortgage loan transactions on individual one-to-four-family residential properties (including residential townhouse, condominium and cooperative apartment units).

5. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent, Approved Attorney or Approved Closing Vendor shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

6. Claims shall be made promptly to the Company at its principal office at 1 First American Way, Santa Ana, CA 92707, ATTN: Claims Department. When the failure to give prompt notice shall prejudice the Company then liability of the Company hereunder shall be reduced to the extent of such prejudice.

7. The protection herein offered extends only to real property transactions in the state(s) of Arkansas.

FIRST AMERICAN TITLE INSURANCE COMPANY

Richard M. Klarin
Richard M. Klarin
Underwriting Executive

Digital Signature: HASHA39377E874FEEAA844B87E8996875684

You Can View This CPL At:

<http://cpl.closingprotection.com/Letters2008/01/04/CLTRDFCCED305FD7D5812A9F02F0D1905C97.pdf>



First American Title Insurance Company

First American Title Insurance Company

Exhibit A

Clear Title of Arkansas
3955 Central Ave., Suite 8
Hot Springs, AR 71913
Phone: (501)-623-6767
Fax: (501)-623-6710

Clear Title of Arkansas
PO Box 1584
Fayetteville, AR 72702
Phone: (479)-251-8585
Fax: (479)-251-8586

Clear Title of Arkansas
2200 Rodney Parham Road, Suite
101
Little Rock, AR 72212
Phone: (501)-224-6633
Fax: (501)-224-6634

Clear Title of Arkansas
Clear Creek Tower 1, Suite 102
4100 Corporate Center Drive
Springdale, AR 72762
Phone: (479)-251-8585
Fax: (479)-251-8586

Clear Title of Arkansas
1401 SE Walton Blvd., Suite 109
Bentonville, AR 72712
Phone: (479)-271-7474
Fax: (479)-271-7478

Clear Title of Arkansas
2004 W. Dewitt Henry Drive
Beebe, AR 72012
Phone: (501)-882-0200
Fax: (501)-882-0202

Clear Title of Arkansas
1400 West Markham, Suite 210
Little Rock, AR 72201
Phone: None On File
Fax: None On File

Clear Title of Arkansas
1600 Dave Ward, Suite F
Conway, AR 72034
Phone: (501)-327-0200
Fax: (501)-327-0207

Clear Title of Arkansas
PO Box 3537
Bentonville, AR 72712
Phone: (479)-271-7474
Fax: (479)-271-7478



NOTICE AND WAIVER OF OWNER'S TITLE INSURANCE POLICY

File # _____

RE: _____
(Address or brief property description)

Pursuant to the Regulations of the Department of Insurance of the State of Arkansas notice is hereby given that a **MORTGAGEE'S TITLE INSURANCE** policy is to be issued to your mortgage lender, that such policy **DOES NOT AFFORD TITLE INSURANCE PROTECTION TO YOU IN THE EVENT OF A DEFECT OR CLAIM OF DEFECT IN TITLE TO THE REAL ESTATE WHICH YOU ARE ACQUIRING (SUCH AS UNPAID BILLS FOR LABOR AND MATERIAL, FORGERY, MISSING HEIRS OR TAX LIENS)**, and that an owner's title insurance policy in your favor for the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making) may be purchased.

Departmental Regulations require that you sign the statement below if you do not wish to purchase this protection.

This is to certify that we have received the foregoing notice and waive our right to purchase an owner's title insurance policy for our protection. We acknowledge that First American Title Insurance Corporation shall have no responsibility to us for the status of the title to the real estate which we are acquiring.

_____, 20____
Date

Signature of Mortgagor

_____, 20____
Date

Signature of Mortgagor

CLOSER'S CERTIFICATE

As evidence of compliance with Department of Insurance, State of Arkansas, I certify to First American Title Insurance Corporation that the foregoing NOTICE AND WAIVER was read by the Mortgagor(s) in my presence and that the WAIVER was signed by the Mortgagor(s) in my presence.

_____, 20____
Date

Closing Agent or Notary Public

